MMCAP MEMBER-REQUESTED PARTICIPATING ADDENDUM

Master Agreement #: MMS2401076
Contractor: Patterson Dental Supply, Inc.
Participating Entity: **STATE OF NORTH CAROLINA**

The following products and services are included:

Dental Products and Services

This Addendum ("**MPA**") is entered into by State of North Carolina ("**Member**") Patterson Dental Supply, Inc., a corporation, with a principal address of 1301 Mendota Heights Rd. Saint Paul, MN 55120 ("**Vendor**") and incorporates the MMCAP Infuse, an agency of the State of Minnesota ("**MMCAP Infuse**"), agreement MMS2401075 ("**Agreement**").

WHEREAS, Member and Vendor wish to amend the terms and conditions of the Agreement to address the requirements of Member.

WHEREAS, MMCAP Infuse has sole approval authority to any changes to the Agreement, thus is a signatory to this MPA.

WHEREAS, Member, MMCAP Infuse, and Vendor do not intend to alter, amend, interfere, modify, or adjust the contractual relationship of MMCAP Infuse and Vendor.

THEREFORE, the parties agree as follows:

1. **DEFINITIONS**

   A. **Membership**: Means the joint power cooperative comprised of the MMCAP Infuse authorized states, departments, facilities, and other municipalities.

   B. **Facilities**: Means the authorized departments, facilities, and other municipalities approved by Member and MMCAP Infuse to access and use this MPA.

2. **EFFECTIVE DATE AND TERM**

   A. **Effective Date**: This MPA is effective on the date all signatures have been obtained.

   B. **Termination**: This MPA terminates upon:

      1. Ninety (90) calendar days' written notice to the other parties; or
      2. The termination of the Agreement between MMCAP Infuse and the Vendor; or
      3. Written agreement executed by all parties.

3. **SCOPE**

   A. **Exhibit A**: Which is attached and incorporated herein, identifies the Agreement and all other documents to be incorporated into the contractual relationship between Member and Vendor.

   B. **Exhibit B**: Which is attached and incorporated herein identifies the language to be incorporated into the contractual relationships between Member and Vendor, as referenced on Exhibit A. In the event of any conflict between the terms of the Agreement and Exhibit B of this MPA, the terms of Exhibit B will supersede as between Member and Vendor; however, *Exhibit B* will not supersede any provisions pertaining to data practices,

intellectual property, and confidentiality found within the Agreement. *Neither MMCAP Infuse, the State of Minnesota, nor any other party of the Membership (except for the Facilities) are bound by the terms of Exhibit B*.

4. **GENERAL PROVISIONS**

A. **Assignment**: Except as affirmed in this MPA, neither the Member nor Vendor will assign, delegate, or transfer any rights or obligations under this MPA without the prior written consent of MMCAP Infuse, subject to any reorganizations of Member agencies by the N.C. Legislature.

B. **Counterparts and Electronic Signature**: The MPA cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse, Member and Vendor expressly agree to conduct transactions under the MPA by electronic means (including, without limitation, with respect to execution, delivery, storage and transfer of this MPA by electronic means and to the enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this MPA is an electronic record or transferable record. Member and Vendor will cooperate with and take all actions required by MMCAP Infuse in order for this MPA to be a transferable record, to ensure that MMCAP Infuse has control of the authoritative copy of such transferable record.

C. **Amendments**: Any amendment or modification to this MPA must be in writing and will not be effective until executed by Vendor, the Member, and MMCAP Infuse.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties have caused this MPA to be signed on their behalf intending to be bound thereby.

BY AND BETWEEN:

FOR THE MEMBER:
STATE OF NORTH CAROLINA

Signature: Daniel Lanning
Printed: Daniel Lanning
Title: State Procurement Specialist
Date: 5/1/2026

VENDOR: **Patterson Dental Supply, Inc.**

Signature: DocuSigned by: 65898302674F485...
Printed: Alisa Edwards
Title: Director of Sales, Strategic Accounts
Date: 4/17/2026

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP Infuse
In accordance with Minn. Stat. § 16C.03, subd. 3

Printed: Jared Huizenga
Signature: DocuSigned by: 8EF19316852F4F7... Date: 4/17/2026

Minnesota Commissioner of Administration
In accordance with Minn. Stat. § 16C.05, subd. 2

Printed: Christina Fox
Signature: Signed by: Christina Fox EB2C785D76CD413... Date: 4/17/2026

EXHIBIT A

Agreement and other Applicable Legal Documents

1. Agreement MMS2401076

EXHIBIT B

Language Modification of the Agreement

The following terms and conditions are entered into between Vendor and the Member and are added to the documents identified on Exhibit A. Neither MMCAP Infuse, the State of Minnesota, nor the Membership, except for the Member (and applicable Facilities), are bound by the terms within this Exhibit.

For the purposes of this Exhibit B, "MPA" and "Contract" may be used interchangeably.

Modification of Terms:

This has been intentionally left blank.

Additional Terms:

1. **CONTRACT ADMINISTRATION**:

All Contract Administration requirements are provided for the purpose of administering any contractual needs, to include modifications, contract performance management, and inquiries.

State Contract Administrator: A representative of the State who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.

State Contract Manager: A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

State Contract Administrator	State Contract Manager
Daniel Lanning **NC Department of Administration** **Division of Purchase & Contract** **325 N. Salisbury St.** **Raleigh NC 27603-8002** **Phone: (984) 236-0220** **Email: daniel.lanning@doa.nc.gov**	**Jonathan Davis** **NC Department of Administration** **Division of Purchase & Contract** **325 N. Salisbury St.** **Raleigh NC 27603-8002** **Phone: (984) 236-0225** **Email: jonathan.davis@doa.nc.gov**

Note: *In the event the State's Contract Administrator or Contract Manager changes, notification will be sent to the Vendor's Contract Manager and the Contract Synopsis on the DOA P&C website will be updated.*

The Vendor shall be required to designate and make available to the State of North Carolina a Contract Manager. The Contract Manager shall be the State's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

Vendor Contract Manager Point of Contact	
Name:	John Ostipwko
Office Phone #:	516-474-4884
Mobile Phone #:	516-474-4884
E-mail:	john.ostpwko@pattersondental.com

The Vendor shall be required to designate and make available to the State of North Carolina for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues.

Vendor Customer Service Point of Contact	
Name:	John Ostipwko
Office Phone #:	516-474-4884
Mobile Phone #:	516-474-4884
E-mail:	john.ostpwko@pattersondental.com

2. NORTH CAROLINA ELECTRONIC PRODUCT CATALOG REQUIREMENTS

In addition to products being available for pick-up at store front facilities, Vendors has three (3) options to select from for managing products using the State's NC E-Procurement Services to develop and manage a catalog solution. Options include:

1. Line-Item Catalog –
    a. Limited to no more than 4,000-5,000 available products.
2. Punch-Out Catalog –
    a. No limit to products available.
3. Ordering Instructions –
    a. No limit to products available.

2.1 Line-Item Catalog Solution

The awarded Vendor hereby agrees to cooperate with the State of North Carolina and E-Procurement Services to develop a line-item catalog. At a minimum, the Vendor shall agree to the following:

a. Vendor shall deliver a line-item catalog **within ten (10) calendar days of notice**. By providing a line-item catalog, the Vendor shall provide a list of its products/services and pricing within a specific template format to E-Procurement Services by sending the populated template to the Contract Manager via e-mail at eprocurementdata@its.nc.gov.

b. The State of North Carolina will confirm the accuracy of the electronic catalog before loading it into the E-Procurement system. In addition, the Vendor will work with the State of North Carolina to determine when the electronic catalog and any subsequent revisions "go live".

c. The Vendor shall submit an updated electronic catalog from time to time or as requested by the State of North Carolina to maintain the most up-to-date version of its product/service offering under the statewide contract.

d. The Vendor shall meet the following requirements:

    1. Include in the catalog the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Vendor is authorized to provide in accordance with the statewide contract; and
    2. Maintain the accuracy of the catalog throughout the duration of the statewide contract; and
    3. Include in the catalog detailed product line-item descriptions; and
    4. Include in the catalog identifiers for specific types of products, to include NC HUB Certified (2nd Tier) products, Sustainable products, Contract products; and
    5. Include in the catalog any additional content required by the State of North Carolina; and
    6. Limit the line-item catalog content to the Vendor's statewide contract offering.

e. The State of North Carolina shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor's offering from the E-Procurement System.

2.2 Punchout Catalog Solution

The awarded Vendor hereby agrees to cooperate with the State of North Carolina and E-Procurement Services to deliver a punch-out catalog solution. The Vendor agrees to the following:

a. Vendor shall deliver a punch-out catalog which must be approved and available for use within thirty (30) calendar days of notice of award. Vendor shall limit the punch-out catalog content to the Vendor's statewide contract offering. By providing a punch-out catalog, Vendor shall provide its own catalog (the "online catalog"), which must be capable of communication between the E-Procurement System and a supplier's ERP system via Commerce Extensible Markup Language (cXML) 1.0 or 1.1 standards.

b. Vendor shall ensure its online catalog marketplace is up-to-date or as requested by the State of North Carolina; updating the offered products/services and pricing listed on its online catalog.

c. Vendor shall deliver a punch-out catalog that contains only items that are in the scope of the awarded contract. The Vendor shall have the capability to block from the punch-out catalog those items as designated by the State or Supplier Manager. "Blocking" is defined as the electronic removal of product information and prices from the punch-out catalog solution. For each item included, the following information shall be provided at a minimum: item description, manufacturer name, manufacturer part number, unit of measure, and contract price.

d. The Vendor shall meet the following requirements:

    1. Vendor shall include in the catalog the most current pricing, inclusive of all applicable administrative fees and or discounts, as well as the most up-to-date product offering the Vendor is authorized to provide in accordance with the contract; and

    2. Vendor shall maintain the accuracy of the catalog throughout the duration of the contract; and

    3. Vendor shall include in the catalog detailed product line-item descriptions; and Vendor shall include in the catalog pictures when possible; and

    4. Vendor shall include in the catalog any additional content required by the State of North Carolina or Supplier Manager; and

    5. Vendor shall make access to the punch-out catalog available 24 hours a day, 7 days a week.

e. The State of North Carolina shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor's offering from the E-Procurement System.

Only those products awarded under this contract, as determined by the State of North Carolina, shall be made available for purchase from the punch-out catalog. Products not awarded under this contract shall be blocked from the punch-out catalog or may not be displayed on the site. In addition, the punch-out catalog shall not allow a user to add non-contract items to a shopping cart or to the E-Procurement System.

2.3 Ordering Instructions Solution

The State of North Carolina will allow for 'Ordering Instructions' for custom built or customized equipment purchases only. Vendor will be required to provide the sales representative's contact information at the time of award. If selected for contract award, the State of North Carolina will work with awarded Vendors and the E-Procurement team to create catalogs that meet the requirements for ordering instructions depending on the complexity of the awarded contract and the number of items available.

2.4 Vendor shall indicate which catalog solution they intend to use. Please select one (1):

☐ **Line-Item Catalog**

☒ **Punch-Out Catalog**

☐ **Ordering Instructions**

3. **BUSINESS REVIEW MEETINGS:** The Vendor, at the request of the State of North Carolina, shall be required to meet annually with the State of North Carolina for Business Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement, and cost saving ideas, and discuss any other pertinent topics.

   Business Review meetings shall be scheduled annually, Business Review meetings shall be presented by the Vendor and be inclusive of the following:

   1. Spend overview (State Agency Spend) FY Comparison
   2. Product Cost Savings from list price
   3. Sustainability Efforts and Results
   4. Additional Discounts Exercised
   5. Challenges
   6. Improvement Ideas

4. **PERIODIC QUARTERLY SALES REPORTS:** The Vendor shall be required to provide Sales Management Reports to the above-designated Contract Manager on a quarterly basis. This report shall include, at a minimum, information concerning:

   1. Sales Report (total cost) by State of North Carolina entity, to include agencies, community colleges, universities, school systems, local government entities.
   2. Sales Report Category, Items Purchased (Manufacturer), Item Description, Quantity, Unit of Measure, List Price, Contract Price, any additional delivery charges such as specialty packaging or overnight delivery, Ordering Entity, Delivery Location (City), Order Date, Delivery Date for consumables, and delivery date for non-routine consumables and equipment.

Quarterly Sales Management Reports shall be uploaded via the electronic Vendor Portal (eVP). Users can submit their report through eVP by following the instructions in the STC Quarterly Reporting job aid. Vendor shall include all issues identified by Vendor related to Vendor performance or to the State's usage of the contract.

Vendor shall submit the Quarterly Sales Management Reports by the 15th of the month following the end of the quarter. The Quarterly Management Report delivery schedule is included below:

By October 15th: Q1 Quarterly Management Report for July – September

By January 15th: Q2 Quarterly Management Report for October – December

By April 15th: Q3 Quarterly Management Report for January – March

By July 15th: Q4 Quarterly Management Report for April – June.

This schedule aligns with the State of North Carolina's fiscal year. If the contract start date does not align with the start of a quarter, the initial Quarterly Management Report shall be for the period from the contract start date to the end of the existing calendar quarter. Timely submission of all reports shall be a material term of this contract and failure to do so shall constitute a default.

Additional related sales information and/or details on user purchases may be required by the State of North Carolina and must be supplied within thirty (30) days of any such request if Vendor is in possession of such requested information. A template for any such reports may be provided by the State of North Carolina, at its discretion.

NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. PERFORMANCE:

a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.

b) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

2. INTERPRETATION, CONFLICT OF TERMS.

a) "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein.

b) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.

3. TAXES: Any applicable taxes shall be invoiced as a separate item.

a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.

c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue. The State acknowledges that it is not exempt from the federal vaccine excise tax that applies to MMCAP Infuse Membership.

4. SITUS AND GOVERNING LAWS;

a) For conflicts exclusively between Member and Vendor, this MPA is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State of North Carolina all matters, whether sounding in contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.

b) Each party shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, any applicable requirements with federal fundings.

c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

5. NON-DISCRIMINATION COMPLIANCE:

Wholly State Funded Contracts.

a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

6. CONDITION AND PACKAGING: Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured, and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

7. ADVERTISING: Each party agrees not to use the existence of the Contract or the name of the other party as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.

8. ACCESS TO PERSONS AND RECORDS: During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.,* typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

9. ASSIGNMENT OR DELEGATION OF DUTIES.

a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.

10. ELECTRONIC PROCUREMENT: (G.S. 143-48.3)

GENERALLY APPLICABLE TO GOODS AND SERVICES CONTRACTS:

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State of North Carolina's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.

b) The Supplier Manager will capture an order from a State of North Carolina approved user and MMCAP Infuse

Member, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State of North Carolina Contract. The State of North Carolina or State of North Carolina-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.

c) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State of North Carolina and the Supplier Manager to mitigate and correct any security breach.

11. CONFIDENTIALITY: Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).

12. CARE OF STATE DATA AND PROPERTY: The Vendor shall notify the State of North Carolina of any security breaches within 24 hours as required by G.S. 143B-1379. For further information, *see*, G.S. 75-60 *et seq.* **Notice** is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State of North Carolina network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. *See,* e.g., G.S. 143B-1376.

13. OUTSOURCING:

If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State of North Carolina in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. *See,* G.S. 143-59.4.

14. ENTIRE AGREEMENT: The Contract (including any documents mutually incorporated specifically therein, including the Agreement referenced in Exhibit A) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

15. NO WAIVER: Notwithstanding any other language or provision in the Contract or in any Vendor-supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to each party under applicable law. The waiver by either party of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

16. SOVEREIGN IMMUNITY: Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State of North Carolina under applicable law.